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A G R E E M E N T

between the

CITY OF ATLANTIC CITY, *City of*

and the

ATLANTIC CITY INSPECTORS OF POLICE

X January 1, 1984 to December 31, 1986

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AGREEMENT dated the _____ day of _____, 1985
by and between the CITY OF ATLANTIC CITY, a municipal corporation
of the State of New Jersey, hereinafter referred to as the "City"
and the ATLANTIC CITY INSPECTORS OF POLICE, hereinafter referred
to as the "Inspectors".

ARTICLE I

PURPOSE

This Agreement is entered into pursuant to the provisions of
the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1
et seq.) of the State of New Jersey, to promote and ensure
harmonious relations, cooperation, and understanding between the
City and the Inspectors; to prescribe the rights and duties of the
City and Inspectors; to provide for the resolution of legitimate
grievances, all in order that the public service shall be
expedited and effectuated in the best interest of the people of
the City of Atlantic City its Inspectors of Police and the City.

ARTICLE II

INTERPRETATION

- A. It is the intention of the parties that this Agreement be construed in harmony with the New Jersey Civil Service Law the New Jersey Employer-Employee Relations Act, the Statutes

of the State of New Jersey, the Ordinances of the City of Atlantic City and the Rules and Regulations of the Police Department.

- B. The City recognizes the Atlantic City Inspectors of Police as the exclusive negotiating agent and representative for all Inspectors of Police employed by the City of Atlantic City.
- C. The City agrees that the Inspectors have the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters.

ARTICLE III

MANAGEMENT RIGHTS

It is the right of the City through and by the Director of the Department of Police and any of its designated representatives to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job

classifications; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions on the above matters are subject to the grievance procedure. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken by this Agreement.

ARTICLE IV

DUTIES OF OFFICERS

The parties agree that the Inspectors shall exercise their supervisory duties faithfully irrespective of the fact that they are covered by this Agreement.

ARTICLE V

GRIEVANCE PROCEDURES

A. Definition

A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by an Inspector as to any action or non-action taken towards him which violates any right arising out of his employment. The City shall not discipline any employee

without just cause. In all investigations or conferences relating to discipline or the application of discipline, the employee shall have the right to representation by the Inspectors.

STEP 1.

All grievances shall be in writing as shall responses to them by the City. A grievance must be filed within thirty (30) days of its occurrence, or from when the employee should have known of its occurrence, or it shall be deemed abandoned; and shall be submitted to the Chief of Police. The Chief shall answer in writing within five (5) days of its submission.

STEP 2

In the event the parties are unable to resolve the grievance in the first step, either party may, within ten (10) days submit the grievance to the Director of Public Safety. The Director shall answer in writing within five (5) days of the submission to him.

STEP 3

In the absence of mutual agreement, the following procedure will be used.

In the event the grievance is not resolved at the second step, either party may refer the matter to impartial binding arbitration.

Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the City and the Inspectors. If the City and the Inspectors cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Civil Service Department of the State of New Jersey which might be pertinent and render his award in writing which shall be final and binding. The cost of the arbitrator's fee shall be shared by the City and the Inspectors.

B. Release Time

Any Inspector of Police participating in the grievance procedure, including the arbitration shall be released from work without loss of pay for such purpose, and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

C. Extensions and Modifications

Time extensions may be mutually agreed to by the City and the employee or Inspectors.

ARTICLE VI

CHECK-OFF

The City shall deduct dues and initiation fees from the wages of all personnel covered by this Agreement who have filed with the City a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Inspectors shall advise the City of the fixed and standard dues and initiation fees of its members and the payment shall be made to the Inspectors on or before the 15th of December. The dues shall be deducted from the holiday pay on the last day of November. All members of the bargaining unit will be required as a condition of employment to pay an amount equivalent to not more than 85% of the Inspectors initiation fees and dues, if the Inspectors so notify the City.

ARTICLE VII

NON-DISCRIMINATION

The City and employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerned or as far as any opportunity

for improvement of jobs or as conditions of employment. The City further agrees it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Inspectors of Police nor will the City encourage membership in any other association or union or do anything to interfere with the exclusive representation of the Inspectors in the bargaining unit.

ARTICLE VIII

STRIKES

The Inspectors assure and pledge to the City that its goals and purposes are such as to condone no strikes by police officers, nor work stoppages, slowdowns, or any other such method which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey; and the Inspectors will not initiate such activities nor advocate or encourage members of the unit to initiate the same.

ARTICLE IX

BULLETIN BOARDS

- A. The City shall permit the use of bulletin boards, located in the Police Headquarters, by the Inspectors, for the posting of notices concerning Inspectors of Police business and activities.

B. All such notices shall be signed by an Inspector of Police

ARTICLE X

SHOE AND CLOTHING MAINTENANCE ALLOWANCE

- A. Effective January 1, 1984, the City shall pay each Inspector covered by this contract a shoe and clothing maintenance allowance of \$1,000.00 on the last payday in November. Said allowance shall be increased by \$100.00 on January 1, 1985 and by an additional \$100.00 on January 1, 1986.
- B. The shoe and clothing maintenance allowance shall be prorated for new Inspectors and Inspectors taking a leave of absence without pay.
- C. Uniform inspections shall be held twice yearly on January 15, for summer uniforms; and on June 15 for winter uniforms.
 - 1. If no replacement has been supplied for the summer uniform by May 15, or no replacement of the winter uniform by October 15, then in that event the officer shall be permitted to purchase such items and be reimbursed by the City within thirty (30) days from the day that he submits his paid receipts

- D. The parties further agree that a uniform damaged in the line of duty requiring immediate replacement shall be replaced after inspection by the Chief of Police, at the expense of the City.
- E. Equipment, to include rain gear, badges, ammunition, and accident paraphernalia, shall be included with the uniform inspection and replaced in the same manner.
- F. The parties further agree that personal effects (including civilian clothes) damaged in the line of duty shall be replaced by the City within thirty (30) days from the date of submission of appropriate receipts.

ARTICLE XI

SPECIAL LEAVES

- A. Leave from duty with full appropriate pay shall be granted to the members of the Inspectors' negotiation committee who attend meetings between the City and the Inspectors for the purpose of negotiating the terms of the contract provided the employee is scheduled on duty at the time simultaneous to attendance.

B. Funeral Leaves

The current practice governing funeral leave shall be maintained as now provided in Ordinance No. 11 of 1942, except that the definition of the term "immediate family" for which five (5) calendar days of leave are granted, shall in addition to the ordinance definition, include mother-in-law, father-in-law, and grandparents; however, one (1) calendar day of leave granted, shall include only blood relatives.

ARTICLE XII

ACTING OUT OF TITLE

In the event an Inspector is assigned to act in a higher title, and perform in that capacity for eight days the Inspector shall be compensated at the higher rate of pay associated with that title.

ARTICLE XIII

LONGEVITY

A. Payment for longevity shall commence on the anniversary date of the Inspector. Payment shall begin the following pay period.

B. The practice governing longevity shall be as follows:

<u>Years of Service</u>	<u>Compensation Per Annum In Addition to Fixed Salary Percent Of Annual Salary</u>
10 years	4%
15 years	6%
20 years	10%

C. The aforesaid additional salary of compensation shall be paid in equal bi-weekly installments at the same time as the basic pay.

ARTICLE XIV

HOSPITALIZATION INSURANCE

The current practice-governing hospitalization insurance shall be continued as follows:

1. All Inspectors, including those awaiting examination certification from the New Jersey Civil Service Commission shall be entitled to obtain a group plan of hospitalization and Medical-Surgical insurance for themselves and their husbands and wives and dependent children under nineteen years of age.

2. The complete costs of paying the premiums for the Hospitalization and Medical-Surgical Insurance shall be paid by the City of Atlantic City. Said coverage is more particularly set out in Ordinance No. 6 of 1964, as amended.
3. The Blue Cross and Blue Shield plan will be the U.C.R. Series.
4. The complete cost of paying the premiums for the U.C.R. Series shall be paid by the City of Atlantic City.
5. The City shall also provide the following health benefit coverage through the carrier of its choice.
 - a. Diagnostic, laboratory and x-ray benefits, maximum of \$300.00.
 - b. The Major Medical deductible shall continue to be \$100.00 and the co-insurance limit shall be 80% of the next \$1,500.00.

ARTICLE XV

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the City Charter, Ordinances, and Rules and Regulations of the Police Department of the City. Any and all present benefits which are enjoyed by employees covered by this Agreement, that have not been included in the contract shall be continued.

ARTICLE XVI

EDUCATION AND TRAINING INCENTIVES

Advanced training and educational achievement are considered an important factor in the professional development of the Inspector. Achievement in these areas may be considered in the awarding of special assignments and shall be acknowledged with special salary increments based on the following scale:

Upon the completion of fifteen (15) credit hours, the Inspector shall receive a 1% increment on his/her base salary.

Upon the completion of thirty (30) credit hours, the Inspector shall receive a 2% increment on his/her base salary.

Upon the completion of forty-five (45) credit hours, the Inspector shall receive a 3% increment on his/her base salary.

Upon the completion of an associate degree or equivalent of sixty-five (65) credit hours, the Inspector shall receive a 5% increment on his/her base salary.

Upon the completion of one hundred (100) credit hours, the Inspector shall receive a 6% increment on his/her base salary.

Upon the completion of a bachelor's degree or one hundred thirty (130) credits, any Inspector shall receive an 8% increment on his/her base salary.

For the completion of any graduate degree, the Inspector shall receive a 9% increment on his/her base salary.

For the successful completion of the training program for the K-9 Unit, a 1% increment will be paid.

Other specialized training (i.e., seminars, special courses) can be used with college credit hours as a basis for increments. The general guidelines are as follows: total hours spent in these approved special programs will provide credit equal to hours spent in the classroom. The following rates are used:

3 College Credits = 40 hours special training

3 College Credits = 40 hours class time

30 College Credits = 400 hours class time

Application for Training or Educational Incentives shall be made to the Chief of Police for review and final approval.

ARTICLE XVII

TERMINAL LEAVE WITH PAY

A. Upon retirement Inspectors shall be entitled to terminal leave up to one and one-half (1-1/2) year with full pay. The terminal leave shall be based upon accumulated sick leave. Payment for terminal leave shall continue based on a regular 40 hour week during this period.

B. Terminal leave options made available under this Agreement are as follows:

Plan "A" Employees will remain on payroll until said employee's sick leave has expired.

1. While on terminal leave, said employee shall be entitled to all benefits except paid holidays. The full clothing maintenance, as provided in this Agreement, shall be paid to any employee who has worked at least one (1) day in a year in which he goes on terminal leave, is disabled or dies.

OR

Plan "B" Accumulated sick leave lump sum payment. A lump sum payment at the full rate of pay in effect at the time of employees retirement shall be paid upon retirement.

C. Employees must provide notice before the City's budget submission date of the year in which they intend to take terminal leave, and shall also furnish proof of intention of retirement.

D. Pursuant to an arbitration award of Jack D. Tillem, Esquire under P.E.R.C. Docket No. IA-84-125 issued with respect to a grievance between the city of Atlantic City and P.B.A. Local #24, terminal leave shall be amended to provide for a maximum accumulated time of sixteen (16) months, for all employees hired in 1984, and a maximum of fourteen (14) months for those hired in 1985 and a maximum of twelve (12) months for those hired in 1986. The current employees hired before 1984 will not be effected by this change. It is understood that the word hired refers to initial employment with the City of Atlantic City Police Department, and does not refer to the date of promotion to Inspector of Police. It is further understood that none of the ~~Inspectors of Police in the employ of the City~~ ^{Individuals currently employed as Inspectors of Police} as of the execution of this Agreement are covered by this paragraph.

ARTICLE XVIII

ADDITIONAL EMPLOYMENT

The parties agree that all members of the Atlantic City Police Department who are employed at another job, in addition to their activities as a member of the Atlantic City Police Department, shall comply with all existing regulations thereto and execute moonlighting forms.

ARTICLE XIX

HOLIDAYS

Inspectors covered by this Agreement shall receive the following fourteen (14) holidays:

1. New Year's Day	8. July Fourth
2. Martin Luther King	9. Labor Day
3. Lincoln's Birthday	10. Columbus Day
4. Washington's Birthday	11. Election Day
5. Good Friday	12. Veterans Day
6. Easter	13. Thanksgiving Day
7. Memorial Day	14. Christmas Day

The holiday pay shall be computed at the rate of time and one-half of full pay for Inspectors, including any longevity and educational credits and other increments to which the employee is entitled based upon an eight (8) hour day. Holiday pay shall be given to all Inspectors for the above holidays whether or not they are scheduled off from work on the holidays. Holiday payments shall be made on the last payday in November.

Whenever a holiday is worked, eight (8) hours pay will be received the following payday in addition to the regular days pay. Illness or injury shall be computed at an eight (8) hour rate for holidays.

ARTICLE XX

DETECTIVE DIFFERENTIAL

Inspectors of Police, regardless of assignment, shall receive a differential of an additional 3% of their base salary in lieu of the 3% detectives differential.

ARTICLE XXI

WORK WEEK

At no time will the regular defined work week consist of more than forty (40) hours per week or eight (8) hours per day. Any additional hours will be considered overtime and pay will be at the rate of time and one-half for that time.

In no event shall an Inspector have a schedule change which results in his loss of overtime unless an emergency is declared by the Director of Police in writing. No Inspector shall be transferred without ten (10) days notice unless mutually agreed to by the City and the employee.

ARTICLE XXII

CALL BACK

In the event there is a call back to duty for an emergency, Inspectors shall receive a minimum of three (3) hours pay at the rate of time and one-half. Effective January 1, 1985, the minimum shall be increased to four (4) hours.

ARTICLE XXIII

OVERTIME

Overtime shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off. Overtime shall also consist of any hours worked in excess of forty (40) hours per week or eight (8) hours per day.

- A. All Inspectors covered by this Agreement shall be paid time and one-half for overtime.
- B. For the purpose of this Agreement, any overtime spent in the County Court at Mays Landing shall be paid at time and one-half hourly rate. And it shall be continued practice to credit an employee appearing in Mays Landing with one (1) hour travel time in addition to time actually in Court.
- C. There shall be paid court time for municipal and juvenile court appearance at time and one-half hourly rate. There will be a minimum of one (1) hour per pay per appearance.

D. Overtime payments shall be made every two (2) weeks. They shall be paid on the payday following the previous pay period.

ARTICLE XXIV

MEDICAL REVIEW BOARD

- A. The parties hereto agree that a Medical Review Board shall be created for the purpose of examining all matters pertaining to sick and/or injured ~~members~~^{Inspectors} of the Atlantic City Police Department.
- B. The members of the Medical Review Board shall consist of:
 - (1) Police Chief, Commissioner or designate who shall act as Chairman; (2) Police Surgeon or medical designate; (3) two (2) Inspectors of Police selected by Inspectors.
- C. The Medical Review Board shall have the additional authority to investigate patterns of lost time due to illness or injury and to undertake a review of the abuse of accumulated sick time.

ARTICLE XXV

SICK AND INJURED

Sick leave shall be one hundred twenty (120) hours per year commencing January 1, 1973, which time shall be cumulative from year to year.

1. One hundred twenty (120) hours shall be credited for each year of employment, prior to the present contract year, deducting sick leave which has already been used by each man during said period of employment.
 - a. In no event shall an Inspector enter the present contract year with less than one hundred twenty (120) hours at the beginning of each contract year thereafter.
2. In the event an Inspector suffers an illness or injury in the line of duty, that is in the course of employment or as a result of his employment, he shall be compensated at full pay for a period not to exceed one year. Said Inspector shall be required to present to the Medical Review Board a doctor's certificate to the effect that the illness or injury requires extended convalescence. In such event, said Inspector shall not have any accumulated sick time deducted.
3. In the event the illness or injury is not service connected, said Inspector shall have his or her injury or illness reviewed by the Medical Review Board for the purpose of determining the injury or illness to be major and thereby render the Inspector eligible for sick leave compensation in excess of either the yearly one hundred twenty (120) hours or accumulated sick leave which he or she may have exhausted. The sick leave

shall not exceed one (1) year. In such event, said Inspector shall not have any accumulated sick time deducted.

All excused and notifications of illness shall be submitted to the Medical Review Board for their determination. Ordinary and nonconsecutive sick days after fifteen (15) days in any one year shall result in a loss of pay unless the employee uses his accumulated sick time.

However, in no event shall any employee not be compensated if he is sick or injured and requires convalescing, notwithstanding the nature of his illness or injury, or whether or not the employee has exhausted his yearly or cumulative sick time.

4. Each year the City shall make available to each Inspector a current record of sick and injured days taken and the accumulated balance, if any, which record shall be made available to the men with the yearly W-2 statement.
 - b. The Chief of Police has the discretion to arrange for the Inspectors to be visited personally to ascertain the validity of the said Inspector's illness or injury.

If deemed appropriate, the Chief of Police will discipline Inspectors who are in direct violation of the rules and regulations that govern personal conduct with the Atlantic City Police Department, ~~such discipline~~
~~is subject to the grievance procedure~~

- c. If the Police Surgeon or Inspector's family physician deems it necessary for said employee to miss employment for the remainder of that employee's work week, that physician will be required to notify the Office of the Chief of Police with written notification as to the nature of the illness and/or injury including prognosis. Telephone calls will not be accepted.
- d. Upon the third (3rd) consecutive sick day (excluding days off), the sick or injured sick Inspector will be required to furnish a certificate of illness and/or injury on the first day of return to the Chief of Police.
- e. If an illness is continued beyond the balance of sick leave an Inspector has accumulated, the Medical Review Board will convene and shall make a recommendation as to the determination of a chronic illness or injury.
- f. Under Paragraph 6.b, any Inspector found to be falsifying medical documents as to his/her favor in violation of this section, or is found to be claiming an illness or injury when in reality he/she is not ill or injured when that person has not exhausted his/her

sick leave, that employee shall be disciplined by the Director of Police under the guidelines as Departmental Hearing may direct.

g. The Police Medical Review is directed to undertake a review of abuse of accumulated sick time.

h. At all times during the course of an illness, or injury to any Inspector under this Agreement, the injured or sick Inspector shall keep the Office of the Chief of Police advised at least once a week as to that person's physical and/or mental status with supporting data available from that injured or sick Inspector's attending physician as well as the Police Surgeon.

i. As under previous agreements such as this, the Police Surgeon will likewise be informed as to any Inspector who calls off duty or injured. This encumbrance shall be borne by that Inspector requesting a change in status because of illness and/or injury.

ARTICLE XXVI

VACATIONS

- A. The Inspectors shall be entitled to 34 working days of vacation per year to be computed as follows: 34 days x 8 hours = 272 hours = 27.2 days/10 hours or 34 days of 8 hours.
- B. If an Inspector is unable to use the vacation, the City then agrees to buy back the vacation in the month of

of December at the Inspector's full prevailing rate of pay. Alternatively the Inspectors may at his/her option accumulate unlimited vacation to be utilized upon retirement or as terminal leave.

C. Inspectors will receive an additional ten (10) compensatory days annually.

A VACATION REQUESTS SHALL BE SUBMITTED TO THE CHIEF OF POLICE FOR APPROVAL

ARTICLE XXVII

COMPENSATORY

A. The City shall give compensatory time for any declared additional holiday pay for City employees not already compensated for, with a maximum of five (5) compensatory days.

1. The days shall be taken in the same manner that personal days are utilized.

ARTICLE XXVIII

DENTAL, PRESCRIPTION AND OPTICAL

The City shall provide a dental plan, a prescription and an optical plan. The plans shall remain in effect for the duration of this contract. The Inspectors shall have the same plan provided to P.B.A. Local #24. If the specifications of the P.B. plan change, the Inspectors will be given notice of this change and the opportunity to renegotiate the specifications of their plan, if they so desire.

The plans shall include the following specifications:

- (a) There shall be no co-pay requirement for prescriptions.
- (b) One (1) pair of eyeglasses every 18 months. Contact lens benefit to be \$150.00.
- (c) Orthodontic benefit shall be 75%.
- (d) Effective January 1, 1985, dental and orthodontic coverage maximum shall be increased to \$1,500.00 per year.
- (e) Dental coverage for dependents is provided to age 19, unless dependent is enrolled in an accredited college or university, in which case coverage for said dependents may be maintained to age 23.

ARTICLE XXIX

SCHEDULE OF SALARIES

The base salary for all Inspectors, shall be as follows:

Effective January 1, 1984 -	\$43,643.00
Effective January 1, 1985 -	\$46,152.00
Effective January 1, 1986 -	\$48,880.00

ARTICLE XXX

CONTINUATION OF HEALTH BENEFITS UPON RETIREMENT

Effective January 1, 1986, the City will pay up to \$550.00 annually (total) for individual Health Insurance Coverage for retirees, for their first five (5) years of retirement only. This applies only to employees who retire pursuant to a normal service retirement.

- 4:00 P.M. to 12:00 A.M. -- 12:00 A.M. to 8:00 A.M.

1984	\$250.00	\$350.00
1985	\$275.00	\$375.00
1986	\$300.00	\$400.00

B. Said allowance shall be paid once per year no later than December and shall be pro-rated for time actually worked on those shifts. The differential does not apply to emergency and/or temporary assignments to these shifts.

ARTICLE XXXVII

MAINTENANCE OF BENEFITS

If P.B.A. Local #24 or the Atlantic City Professional Firefighters Local #198, I.A.F.F. receive any additional benefits and salary during the terms of this agreement it is understood that the parties will reopen negotiations limited to the applicability of those benefits to the Inspectors of Police, ~~including the right to proceed to interest arbitration.~~

ARTICLE XXXVIII

DURATION

This contract shall be in full force and effect from January 1, 1984 until midnight December 31, 1986.

The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this Agreement shall commence the first week of September, 1986. In the event no successor agreement is completed before December 31, 1986, the present contract will continue in force, until a successor contract is completed.

ATTEST:

CITY CLERK

CITY OF ATLANTIC CITY

BY: Jacqui. C. Lee

Signed, sealed and Delivered
in the presence of:

ATLANTIC CITY INSPECTORS OF
POLICE

BY *Iola J. Chapman*

13-26-55